

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE 1 OF 11 PAGES
2. AMENDMENT/MODIFICATION NO. 0003	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. D-4-D9-15-FR-A23 003	5. PROJECT NO. (If applicable)
6. ISSUED BY DEPARTMENT OF TREASURY (DY) INTERNAL REVENUE SERVICE, PROCUREMENT BR 333 MARKET STREET, SUITE 1400 SAN FRANCISCO, CA 94105-2115 MATSCHKOWSKY, CHRISTINE 415-848-4737	CODE IRS0093B	7. ADMINISTERED BY (If other than Item 6) See Item 6	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) TO ALL OFFERORS Vendor ID: 00055905		(x)	9A. AMENDMENT OF SOLICITATION NO. TIRWR-04-R-00019
		X	9B. DATED (SEE ITEM 11) 08/26/2004
			10A. MODIFICATION OF CONTRACT/ORDER NO.
			10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning ___1___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return ___ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

This amendment is to disseminate questions and related responses.

Addendum to Collective Bargaining Agreement attached.

The proposal due date is September 27, 2004, 12 P.M. local time.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Christine Matschkowsky, Contract Specialist	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED

SF30 CONTINUATION SHEET

A. Amendment 0003 to TIRWR-04-R-00019 is issued to disseminate questions and related responses.

B. Addendum to Collective Bargaining Agreement (attached).

RESPONSES TO QUESTIONS:

1. Page C-1, Section 1.2. "Armed security guards services are required" for the posts. On the pricing page (B-1), we are to provide Additional/Emergency Service rates which include a Guard I rate. Does the IRS anticipate using unarmed guards?

Response: No

2. Page J-4, Exhibit 3, Training Subjects to be presented by the IRS. Are these initial training hours? If so, how many hours total for all the subject areas discussed on J-4 & J-5? Are these hours in addition to the 8 hours of government provided for magnetometer, X-ray, etc.?

Response: Yes/No These are initial courses, but if an officer shows weakness in any of the areas they can be retrained at the contractors expense. It is up to the contractor to ensure that his employees are well trained and performing their duties professionally. If a contracted employee is not meeting their obligations deductions can and will be taken for unsatisfactory work.

3. Will offerors be expected to use base period wages for option years (per FAR 52.222-43) and submit price adjustments or escalate wages in the option years?

Response: Wages are based on base year, plus an anticipated cost of living increase, plus adjustments per CBL agreements. Wages will be adjusted accordingly.

4. Page C-6, item 4.4 states the Contractor shall provide safes/vaults for storage of firearms and ammunition. What safes/vaults meet the agency requirements and are approved for the storage of firearms and ammunition?

Response: That information is included in the Federal Protective Manual which can be obtained from the CO.

5. Are the training requirements for contractor-provided training the same as the current contract? If not, how many additional hours of initial training must the incumbent guards receive to comply with this contract training requirement?

Response: If an incumbent guard is transferred into the new contract, they may not need additional training initially. However, it will be up to the contractor to determine if individuals meet the standards of the company and should be retrained to meet critical levels.

6. Are the training requirements for this contract the same as the standard GSA training

requirements?

Response: They are independent of the GSA training requirements and are some what site specific.

7. How many hours of training are required for initial and annual training? Are all of the incumbent guards fully trained according to the requirements of this contract? If not, how many are not? Supervision is indicated as 24 hours per day, seven days per week. Are there any other supervision requirements? Does the supervisor require a vehicle?

Response: It is unknown to this office as to the willingness of current contractor staff to transfer to a new contractor. It is the contractor's responsibility to provide adequate trained staff in performance of contract duties. Vehicle requirements are indicated in the contract. A supervisor per shift is required and a project manager to be directly involved with contract administration.

8. The RFP indicates that duty weapons are to be maintained on-site, and not taken home with the security officers. However, it appears that the incumbent guard force does not store their weapons on site. Please provide clarification on how the government would like this done. Will a joint-venture qualify to be awarded this contract if the majority partner is a certified 8(a) company?

Response: All weapons are stored at the specific site in the contractor provided safe along with the ammunition. No one takes their weapons off-site. Any joint-venture qualifications/eligibility will be determined by the Small Business Administration.

9. Are the training requirements for Guard I (line item 0003 in Section B) the same as the Guard II training requirements?

Response: Yes

10. Page H-3 mentions that the guards need to undergo a National Background Investigation Center (NBIC) investigation. Is this in addition to our usual background check? Is there an additional cost involved with the NBIC investigation? If yes, what is the cost and are offerors responsible for the cost?

Response: IRS pays the cost of the NBIC investigation and yes it is in addition to any check that is done previous to employment.

11. Paragraph 2.3 states, "It is projected that services will be required 12 hours per day, five days per week for an anticipated total of 60 hours of service per week during off-peak periods, excluding Federal holidays"

QUESTION: Is that 12 consecutive hours?

Response: At present it is consecutive hours, however, these services are dependent on mail deliveries. If mail deliveries change due to post office schedules, it is possible to have the EDD working non-consecutive hours. Split is unknown.

12. Paragraph 1.2 states, "EDD handlers will also perform the non-EDDT guard duties"

QUESTIONS: (1) Does IRS want to Limit the scope of the dog team's duties to searching only the mail and other items delivered to the docks? (2) Does IRS expect the Teams to conduct random sweeps of the parking lots, interior & exterior of buildings, and perimeter patrols?

Response: *The dogs search all mail trucks, delivery trucks, couriers, etc that enter the dock area. They are required to do perimeter checks of the building. Interior patrols are mostly to keep the dogs aware of their environment and ready for calls on suspicious packages. C-21 provides details about canine searches and the responsibility of each team.*

13. Paragraph 3.8.1 states, "If the EDDT is located off-site, response to the incident location shall be within 30 minutes from the time of notification." Paragraph 6.2.1 states, "The Government reserves the right to randomly test the Contractor's response time."

QUESTIONS: (1) Does the IRS expect a canine team to respond at anytime within 30 minutes, which includes even when the team is not on duty? (2) Is it IRS' intention to require a handler and dog to be on paid standby at all times? (3) Can the SOW be modified to clarify the 30 min, 24/7 response requirement?

Response: *The EDD must be prepared to respond to any emergency call within 30 minutes / 24/7. Exceptions are made for traffic, trains, and other unforeseen circumstances. IRS reserves the right to test canine officers and guards on time responses and accuracy of that response.*

14. Paragraph 3.8.3 states, "EDDT(s) may conduct EDDT sweeps of bomb threat scenes or suspicious packages."

QUESTION: Procedures require local bomb squads to be called to any package, vehicle or item that is deemed "suspicious." Can the SOW be modified to change the term from "suspicious" to "questionable" and further, that a handler may request a bomb squad response at any time based on the situation.

Response: *The definition of suspicious and questionable do not differ in this situation and require the same approach. The canine officer does not have authority to make 911 calls. The IRS physical security staff will provide guidance for the EDD and only they can make the decision to call 911 and include local emergency responders. EDD's should search, find, and notify their security guard console of any dangerous situation. The console guards will in turn notify the IRS authorized personnel.*

15. Paragraph 4.3 states, "At a minimum, the EDD training program must comply with the training specifications to ensure the handler is able to properly handle a canine, care for the canine, understands canine First Aid and treatment, recognized canine infectious, contagious, and parasitic diseases, and has the ability to pass the Department of the Treasury, "Odor Recognition Proficiency Test Standards" and certify with the Dog as a "EDD Team" once each year."

QUESTION: The Odor Recognition Proficiency Test is not widely used by federal agencies. It has been found to have limited value and use. Can the SOW be modified to allow other industry accepted test standards to be used in its place, such as the bomb dog certification standards from the Department of Defense, International Explosive Detection Dog Association, US Police Canine Association, or the Transportation Security Administration?

Response: At present the test will remain the same. IRS reserves the right to modify this expectation at a later date.

16. Paragraph 5.3.1 states, "The contractor must provide to the COTR a letter of certification and invoice/receipt indicating purchase of the explosives or NESTT products to ensure they are not more than a year old."

QUESTION: It is not common practice to buy new explosives each year, but rather to replace old with new from our bench stock. Can the SOW be modified to delete the requirement of receipts/invoice for explosive products?

Response: Explosive materials can become stale and lose scent while in storage. IRS requires that acceptable quantities be purchased each year to maintain their strength.

17. Paragraph 6.1.1.1 states, "During peak season, EDDs will not work more than 8 hours. They will have to depart the facility and may return after 8 hours has passed. During non-peak season, EDDs may work a 12 hour shift provided there is ample time for breaks every 45 minutes and water / food as necessary."

QUESTION: Can the SOW be modified to allow the canine supervisor to determine when and if a dog needs to be removed from the site for rest periods?

Response: No.

18. Can the IRS clarify what they are requiring for individual duress alarms? 1) Does each guard on shift including outlying buildings and locations, have to have a duress alarm? 2) Can the "box" that controls these systems be installed in the FIRSC control center? 3) What brand/type of duress alarm is currently used?

Response: Guards do not currently have a duress alarm on their radios. Yes, each guard is required to have a duress alarm. The installation for the duress alarms can be installed on the premises of FIRSC, however, the location will be provided by IRS.

19. Some Federal Agencies require state or local licensing as prerequisites for award and/or performance of federal contract requirements, and some do not. It is suggested that California Department of Consumer Affairs issued Private Patrol and Operator's (PPO) license is required for contract performance. This applies to the following related questions?

- a. Is the PPO license a contract requirement?
- b. If the answer to part a. is yes, must contractor have the subject license prior to award, or prior to performance?
- c. Do other similar state licensing requirements apply for other states where this contract work is to be performed?
- d. If answers to parts a. and/or b. are yes, does principle subcontractor's holding subject licenses meet the basic requirement for the "team?"

Response: All state license requirements are in accordance with California requirements and information can be found at the following web site: www.dca.ca.gov/bsis/bsisptl.htm. The contractor must have the license prior to award. Future license requirements for other states will be handled on a state by state case.

**COLLECTIVE BARGAINING AGREEMENT
ADDENDUM**

THIS AGREEMENT is entered into by and between **Worldwide Security Services, LTD.** (hereinafter referred to as the Company), and the **Industrial, Technical and Professional Employees Union** (hereinafter referred to as the Union), as representative of the Company's employees located at **IRS Complex, Fresno, California.**

WHEREAS, the parties hereto entered into Agreement on March 1, 2002, and,

WHEREAS, except as specifically modified herein, all terms and conditions of the Agreement referred to as the above, including any Supplemental Agreements, shall remain in full force and effect,

NOW, THEREFORE, it is mutually agreed that said agreement is amended as follows:

APPENDIX A

WAGES

	<u>CURRENT:</u>	<u>EFFECTIVE October 1, 2004:</u>
Guard	12.80	13.05
Console Operator	13.30	13.55
Sergeant	13.35	13.60
Lieutenant	14.60	14.65

APPENDIX B

HEALTH AND WELFARE

CURRENT:

The Company shall contribute to the ITPEU Health and Welfare Fund the sum of **two dollars and fifty-six cents (\$2.56)** per hour for all straight time hours worked plus all hours of paid vacation, holidays and sick leave, for each and every employee covered by this Agreement.

(B) Contributions for Family or Medical Leave

The Company shall contribute **two dollars and fifty-six cents (\$2.56)** to the ITPEU Health and Welfare Fund on behalf of any employee who is on a family or medical leave of absence under the Federal Family and Medical Leave Act.

In order to be eligible for such contributions, an employee must have worked for the Company or its predecessor at the Base for a total of at least twelve (12) months and for at least 1,250 hours in the twelve (12) month period preceding the period of family or medical leave.

In no event shall contributions for family or medical leave exceed a period of twelve weeks per employee in any calendar year. The hours of contributions for each week of family or medical leave shall be calculated by determining the average weekly hours worked but the employee in the twelve (12) week period preceding family or medical leave, including all hours during said period of paid vacation, holiday and/or sick leave.

In executing this Agreement, the Company agrees to be bound by the terms and conditions of the Agreement and Declaration of Trust establishing the ITPE Health and Welfare Plan and any amendments duly adopted thereto. The Company further agrees to be bound by all resolutions and other actions taken by the Board of Trustees of such Plan.

EFFECTIVE OCTOBER 1, 2004:

The Company shall contribute to the ITPEU Health and Welfare Fund the sum of **two dollars and fifty-nine cents (\$2.59)** per hour for all straight time hours worked plus all hours of paid vacation, holidays and sick leave, for each and every employee covered by this Agreement.

(B) Contributions for Family or Medical Leave

The Company shall contribute **two dollars and fifty-nine cents (\$2.59)** to the ITPEU Health and Welfare Fund on behalf of any employee who is on a family or medical leave of absence under the Federal Family and Medical Leave Act. In order to be eligible for such contributions, an employee must have worked for the Company or its predecessor at the Base for a total of at least twelve (12) months and for at least 1,250 hours in the twelve (12) month period preceding the period of family or medical leave.

In no event shall contributions for family or medical leave exceed a period of twelve weeks per employee in any calendar year. The hours of contribution for each week of family or medical leave shall be calculated by determining the average weekly hours worked but the employee in the twelve (12) week period preceding family or medical leave, including all hours during said period of paid vacation, holiday and/or sick leave.

In executing this Agreement, the Company agrees to be bound by the terms and conditions of the Agreement and Declaration of Trust establishing the ITPE Health and Welfare Plan and any amendments duly adopted thereto. The Company further agrees to be bound by all resolutions and other actions taken by the Board of Trustees of such Plan.

APPENDIX C

PENSION

CURRENT AND EFFECTIVE October 1, 2004:

The Company shall contribute to the ITPE Pension Plan the sum of **seventy-five cents (\$0.85)** on all hours worked, all hours of paid vacation, holidays and sick leave, but shall not exceed forty (40) hours in any one (1) week.

In executing this Agreement, the Company agrees to be bound by the terms and conditions of the Agreement and Declaration of Trust establishing the ITPE Pension Plan and any amendments duly adopted thereto. The Company further agrees to be bound by all resolutions and other actions taken by the Board of Trustees of such plan.

APPENDIX D

UNIFORMS

CURRENT AND EFFECTIVE October 1, 2004:

All employees will receive an allowance of **one dollar (\$1.00)** per day worked for the laundering and maintenance of Company provided uniforms.

The employer shall provide at no cost to all new Employees those items listed in the security service contract for the Internal Revenue Service, Fresno site. Upon termination of employment, all clothing and equipment issued to the Employee shall be returned to the Employer in good condition.

Full-Time Employee Five-Year Total Issue for IRS/Fresno

Shirt, Long Sleeve, Police Style-Lt. Blue (Nov 1. to Apr.1)	3
Shirt, Short Sleeve, Police Style-Lt. Blue	3
Trousers-Navy Blue	3
Necktie-Navy Blue Solid (clip on or breakaway)	2
Windbreaker, Navy Blue	1
Jacket, Navy Blue-Bomber Style	1
Sam Browne Belt-Black basketweave	1
Holster, Pepper Spray-slide on type	1
Canister, pepper spray, min. 0.6 oz.	1
Holster, Black, basketweave, S&W 910 Semi Automatic	1
Keepers, belt Black set of 4	1
Handcuffs pair w/keys	1
Handcuff case black	1
Keystrap w/flap-Black	1
Flashlight (4 "D" cell)	1
Flashlight/Baton holder-Black	1
Tie clasp*	1
Breast Badge	1
Nameplate, 3 ½" x ¾ White on Blue plastic	2
Insignia, shoulder patch-WSS/Wackenhut-each shldr	14
Double Mag pouch-Black	1
Leather Trouser Belt	1
Radio case holder--Black	1
Ballcap - WSS/ Wackenhut patch	1

Employees may purchase additional uniform and. equipment items from the Employer at cost. Such articles shall be paid for by deductions from the employee's pay.

The employer shall replace any parts of the uniforms that are damaged in the line

of duty, provided it has been reported to the Shift Supervisor within the shift period when the incident occurred. The employer will also, from time to time, replace uniform items no longer serviceable due to normal wear and tear. Each such replacement will be made on a trade-in basis only.

The employer shall retain the option to withhold only that part of the Employee's final paycheck that would cover the cost of any missing uniforms or equipment. The deduction for such missing items shall be the actual cost to the Employer.

APPENDIX E

ANNUAL BENEFIT FUND

CURRENT:

For the purpose of providing vacation, holidays, sick leave, bereavement leave, jury duty and other benefits, the Company shall contribute to the ITPEU Annual Benefit Fund the sum of **three dollars and fifteen cents (\$3.15)** per hour worked by each and every employee covered by this agreement, and/or for each hour for which the Company makes or is required to make direct payment of wages to such employee. In executing this Agreement, the Company agrees to be bound by the terms and conditions of the Agreement and Declaration of trust establishing the ITPEU Annual Benefit Fund created thereunder. Receipt of both documents is hereby acknowledged. In addition the Company agrees to be bound by any amendments to the aforesaid Agreement and Declaration of Trust and Fund, together with all resolutions and other actions duly adopted by the Board of Trustees of the ITPEU Annual Benefit Fund.

The vacation, holidays, sick leave, bereavement leave, jury duty and other benefits provided under this Agreement and the eligibility requirements for such benefits shall be specified in the ITPEU Annual Benefit Fund.

Training pay shall be at **thirty-two (32)** hours per year.

EFFECTIVE October 1, 2004:

For the purpose of providing vacation, holidays, sick leave, bereavement leave, jury duty and other benefits, the Company shall contribute to the ITPEU Annual Benefit Fund the sum of **three dollars and five cents (\$3.05)** per hour worked by each and every employee covered by this agreement, and/or for each hour for which the Company makes or is required to make direct payment of wages to such employee. In executing this Agreement, the Company agrees to be bound by the terms and conditions of the Agreement and Declaration of trust establishing the ITPEU Annual Benefit Fund created thereunder. Receipt of both documents is hereby acknowledged. In addition the Company agrees to be bound by any amendments to the aforesaid Agreement and Declaration of Trust and Fund, together with all resolutions and other actions duly adopted by the Board of Trustees of the ITPEU Annual Benefit Fund.

The vacation, holidays, sick leave, bereavement leave, jury duty and other benefits provided under this Agreement and the eligibility requirements for such benefits shall be specified in the ITPEU Annual Benefit Fund,

Training pay shall be at **thirty-two (32)** hours per year.

APPENDIX F

SHIFT DIFFERENTIAL

Employees working between the hours of 5 p.m. and Midnight shall receive **twenty-five cents (\$0.25)** per hour in addition to their regular hourly rate.

Employees working between the hours of midnight and 8 a.m. shall receive **fifty cents (\$0.50)** per hour in, addition to their regular hourly rate.

Employees shall receive an additional **ten percent (10%)** of their regular hourly rate for all hours worked on Sunday.


APPENDIX G

TRAVEL ALLOWANCE

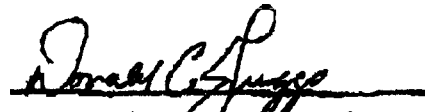
Employees shall receive **thirty-one cents (\$0.31)** per mile for travel between Fresno main site and the Tulare site.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 9th Day of September, 2004.

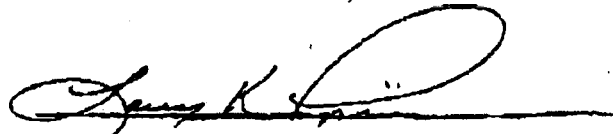
FOR THE UNION:
ITPEU/AFL-CIO


John Brennan III,
Secretary/Treasurer

FOR THE COMPANY:
Worldwide Security Services, LTD.


Per: Edward McDonald

Wackenhut Services, Inc.



Larry K. Luper
Vice President
Business Management